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Book 1083 Page 248 - 256

Instrument Book Page
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STATE OF SOUTH CAROLINA)
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COUNTY OF GREENWOOD) **AMENDMENT OF DECLARATION OF
COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS, LIENS
AND CHARGES OF GRAND HARBOR**

THIS AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, LIENS AND CHARGES OF GRAND HARBOR (the "Amendment") is made on the 4 day of JANUARY, 2007, by SCN GROUP GREENWOOD, LLC, a South Carolina limited liability company (the "Declarant") and the GRAND HARBOR HOMEOWNERS ASSOCIATION, INC., a South Carolina non-profit corporation (the "Association").

WHEREAS, Declarant recorded that certain Declaration of Covenants, Conditions, Restrictions, Easements, Liens and Charges of Grand Harbor in the Office of the Clerk of Court for Greenwood County, (the "Official Records") in Deed Book 587 at Page 320 and re-recorded in Deed Book 591 at Page 318 (the "Declaration"); and

WHEREAS, Declarant recorded that certain Supplemental Declaration and Statement of Protective Covenants, Restrictions, Easements, Liens and Charges of Grand Harbor - Phase II in the Official Records in Deed Book 664 at Page 73; and

WHEREAS, Declarant recorded that certain Amendment of Declaration of Covenants, Conditions, Restrictions, Easements, Liens and Charges of Grand Harbor in the Official Records in Deed Book 664 at Page 75; and

WHEREAS, Declarant recorded that certain Supplemental Declaration and Statement of Protective Covenants, Restrictions, and Conditions Imposed upon Grand Harbor Subdivision Phase III and Phase IV in the Official Records in Deed Book 716 at Page 305; and

WHEREAS, Declarant recorded that certain Amendment of Declaration of Covenants, Conditions, Restrictions, Easements, Liens and Charges of Grand Harbor in the Official Records in Deed Book 837 at Page 123; and

WHEREAS, Declarant recorded that certain Amendment of Declaration of Covenants, Conditions, Restrictions, Easements, Liens and Charges of Grand Harbor in the Official Records in Deed Book 879 at Page 177; and

NPHH1:33123.1-TBF-(JDL) 900000-00349

WHEREAS, Declarant recorded that certain Amendment of Declaration of Covenants, Conditions, Restrictions, Easements, Liens and Charges of Grand Harbor in the Official Records in Deed Book 897 at Page 199; and

WHEREAS, Declarant recorded that certain Amendment of Declaration of Covenants, Conditions, Restrictions, Easements, Liens and Charges of Grand Harbor in the Official Records in Deed Book 939 at Page 221; and

WHEREAS, Declarant recorded that certain Amendment of Declaration of Covenants, Conditions, Restrictions, Easements, Liens and Charges of Grand Harbor in the Official Records in Deed Book 939 at Page 226; and

WHEREAS, Declarant recorded that certain Supplemental Declaration and Statement of Protective Covenants, Restrictions and Conditions Imposed upon Phase VII and the Remainder of Grand Harbor Subdivision in the Official Records in Deed Book 971 at Page 310; and

WHEREAS, pursuant to Section 5, Article X of the Declaration, the Declaration may be amended by a vote of the cumulative total of three-fourths (3/4) of the Class A plus Class B member votes; and

WHEREAS, pursuant to a duly called meeting of the Association on June 2, 2007, the required cumulative total of three-fourths (3/4) of the Class A plus Class B members voted to approve amending the Declaration as provided in this Amendment.

NOW, THEREFORE, the Declaration is hereby amended as provided below.

1. The above recitals are incorporated herein and made a part hereof.
2. A new Section 15 and Section 16, Article I of the Declaration is hereby inserted as follows:

"Section 15. "General Assessment" shall mean assessments levied on all Units to fund Common Expenses as determined in accordance with Section 3, Article V of the Declaration.

Section 16. "Special Assessment" shall mean assessments levied in accordance with Section 4, Article V of the Declaration."

3. Article II, Sections 1 through 5 of the Declaration are deleted in their entity.
4. Section 2.e., Article III of the Declaration is deleted and the following substituted therefore:

“e. The right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving or repairing the Common Area and to execute and deliver a mortgage on the Common Area; however, a decision to borrow money and deliver a mortgage must be assented to by the cumulative total of two-thirds (2/3) of the Class “A” member votes.”

5. Section 2.h., Article III of the Declaration is deleted and the following substituted therefore:

“h. The right of the Association to enact Rules and Regulations to govern the use of the Common Area as approved by the cumulative total of two-thirds (2/3) of the Class “A” member votes.”

6. Section 4, Article III of the Declaration is deleted and the following substituted therefore:

“Section 4. Additional Structures. Except as may otherwise be permitted in this Declaration, no person shall erect, construct, or otherwise locate any structure or other improvement in the Common Area.”

7. Article IV of the Declaration is deleted and the following substituted therefore:

“
ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall be a member of the Association, and the membership shall be appurtenant to and may not be separated from ownership of any Lot provided, however, that any person of entity that holds any interest merely as security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have one class of voting membership:

(a) Class A. Class A members shall be all those Owners of Units defined in Article I, Section 2. Class A members shall be entitled to one vote for each Unit in which they hold an interest required for membership. When more than one person holds such interest or interest in any Unit, all such Persons shall be members, and the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Unit.”

8. The first and second sentence in Section 1, Article V are deleted and the following substituted therefore:

"Each Owner of any Lot by acceptance of a Deed therefore, whether or not it shall be so expressed in any such Deed or other conveyance, is deemed to covenant and agree to pay to the Association General Assessments to fund Common Expenses for the general benefit of all Units and Special Assessments to cover unbudgeted expenses, expenses in excess of those budgeted or any other purposes as determined by the Board."

9. The next to last sentence in the first paragraph of Section 1, Article V is deleted and the following substituted therefore:

"The Declarant shall pay to the Association the General Assessment on any unsold Lots or Lots owned by the Declarant."

10. The third paragraph in Section 1, Article V of the Declaration is deleted in its entirety.

11. Section 3, Article V of the Declaration is deleted and the following substituted therefore:

"Section 3. Computation of General Assessment.

(a) The Board shall be responsible for preparing, or causing to be prepared, an annual budget covering the estimated Common Expenses for the following year, including a contribution to establish a reserve fund for maintenance, repair and replacement of those elements of the Common Area that must be replaced or repaired on a periodic basis, and notice of the amount of the General Assessment for the following year. The General Assessment may be increased annually by the Board without approval of the Owners in an amount not to exceed fifteen percent (15%) of the General Assessment of the previous year.

(b) At least thirty (30) days before the beginning of each fiscal year, the Board shall prepare and deliver to each Owner a copy of the detailed budget covering the estimated Common Expenses and the amount of the General Assessment for the following year.

(c) The budget and General Assessment for the following year shall automatically become effective unless disapproved at a meeting by Owners representing the cumulative total of two-thirds (2/3) of the Class "A" member votes in the Association.

(d) If the proposed budget is disapproved as provided in Section 3(c) above or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year. The Board shall send a copy of the revised budget to each

Owner at least thirty (30) days prior to its becoming effective. The revised budget shall become effective unless disapproved as provided in Section 3(c) above.

(e) The General Assessment shall be payable in semi-annual installments. Each installment shall be due on the fifteenth (15th) day of the first and sixth month of the calendar year or on such date as the Board shall establish. The Board shall have the right to establish a payment schedule other than semi-annual."

12. Section 4, Article V of the Declaration is deleted and the following substituted therefore:

"Section 4. Special Assessments. In addition to other authorized assessments, the Board may levy Special Assessments from time to time to cover unbudgeted expenses, expenses in excess of those budgeted, funding capital improvements, or any other purposes as determined by the Board not to exceed ten percent (10%) of the then current General Assessment. Any Special Assessment in excess of ten percent (10%) of the then current General Assessment must be approved by a majority vote of the Class "A" votes in the Association at a meeting duly called for such purpose. Any such Special Assessment shall be levied against and allocated among all Units equally. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved."

13. The last sentence in Section 5, Article V of the Declaration is deleted and the following substituted therefore:

"The sums paid under this Section 5, Article V of the Declaration shall not be considered as advance payments of the General Assessment."

14. Section 7, Article V of the Declaration is deleted and the following substituted therefore:

"Section 7. Uniform Rate of Assessment. General Assessments and Special Assessments must be fixed at a uniform rate for all Lots, including any Lots owned by the Declarant, to which the particular assessment applies and may be collected on any basis approved by the Board."

15. Section 8, Article V of the Declaration is deleted in its entirety.

16. The first sentence in Article VII of the Declaration is deleted and the following substituted therefore:

"No building or other structure, including fences or fence like structures and walls, shall be commenced, erected or maintained upon a Lot nor shall any exterior addition to or change or alteration to any Lot or Unit (including changing the exterior paint color) be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same including but not limited to setbacks and curb cuts has been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography and the general development plan by the architectural control committee (the "Committee") composed of three (3) or more representatives elected by the Association."

17. A new Section 20, Article VIII of the Declaration is hereby inserted as follows:

"Section 20. Multiple Ownership. No Lot or Unit will be used for or subject to any type of Vacation Time Sharing Plan or Vacation Multiple Ownership Plan as defined by the 1976 Code of Laws for the State of South Carolina, as amended, Section 27-32-10, et. seq., or any subsequent laws of this State dealing with that or similar type of ownership by a Unit Owner, or which is used for, in conjunction with and/or as an advertised part of any time share exchange program which makes available as accommodations the Unit and which is not otherwise registered as a Vacation Time Sharing Plan or Vacation Multiple Ownership Plan or which utilizes the Unit as accommodations for time share sale prospects of any Person."

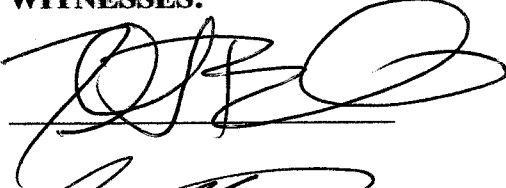
18. The third sentence in Section 5, Article X of the Declaration is deleted and the following substituted therefore:

"This Declaration may be amended by a vote of the cumulative total two-thirds (2/3) of the Class A member votes."

19. All the terms and conditions of the Declaration, as amended, are hereby ratified and confirmed by Declarant and the Association and are made applicable to the property described in Exhibit "A" attached hereto and incorporated herein.

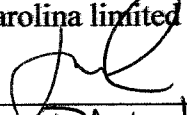
IN WITNESS WHEREOF, Declarant and the Association have executed this Amendment as of the date first written above.

WITNESSES:



Witness/Notary

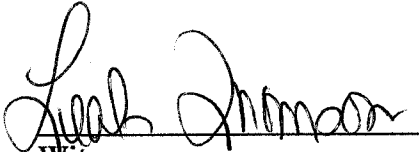
SCN GROUP GREENWOOD, LLC, a
South Carolina limited liability company

By: 

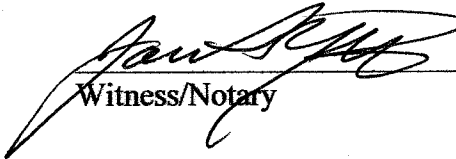
Name: DAVID HORNSBY

Its: Managing Member

WITNESSES:

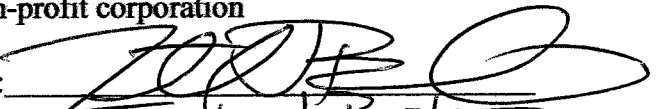


Witness



Witness/Notary

GRAND HARBOR HOMEOWNERS
ASSOCIATION, INC., a South Carolina
non-profit corporation

By: 

Name: TIMOTHY J. BURKE

Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

PROBATE

PERSONALLY appeared before me the undersigned witness, who on oath, says that he/she saw the within named SCN Group Greenwood, LLC by Dan Dushy, its Managing Member, sign the within written instrument, and that he/she with the other witness above, witnessed the execution thereof.

[Signature]
Witness #1

SWORN to before me this
7 day of January, 2008.

[Signature]
Notary Public for South Carolina
My Commission Expires: 2/28/2011

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

PROBATE

PERSONALLY appeared before me the undersigned witness, who on oath, says that he/she saw the within named Grand Harbor Homeowners Association, Inc., by Finn Bushe, its President, sign the within written instrument, and that he/she with the other witness above, witnessed the execution thereof.

[Signature]
Witness #1

SWORN to before me this
4 day of January, 2008.

[Signature]
Notary Public for South Carolina
My Commission Expires: 2/28/2011

Exhibit A

All that certain piece, parcel or lot of land lying, situate and being in the County of Greenwood, State of South Carolina being known as the **Grand Harbor subdivision** in the County of Greenwood, State of South Carolina conveyed to SCN Group-Greenwood, LLC by deed of John S. Abney, dated April 3, 1999 and recorded May 4, 1999 in Deed Book 570, at Page 175, and re-recorded in Deed Book 572, at Page 78; also that property conveyed to SCN Group-Greenwood, LLC by deed of Michael Burdette recorded September 17, 2001 in Deed Book 691, at Page 84 in the Office of the Clerk of Court for Greenwood County.